U.S. COURTS

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Attorneys for LDP Leasing

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF IDAHO

In re: SAWTOOTH ENTERPRISES, INC., Debtor.	Case No. 96-03050 STIPULATED MOTION FOR STAY RELIEF (1992 ISUZU TRUCK)
)

COME NOW (i) SAWTOOTH ENTERPRISES, INC., by and through its attorneys of record, Cosho, Humphrey, Greener & Welsh; (ii) ASSOCIATES COMMERCIAL CORPORATION, by and through its attorneys of record, Holland & Hart LLP; and (iii) LDP LEASING, by and through its attorneys of record, Moffatt, Thomas, Barrett, Rock & Fields, and hereby stipulate and move as follows:

- 1. Sawtooth Enterprises, Inc. (the "Debtor") is the chapter 11 debtor herein.
- 2. Associates Commercial Corporation ("Associates") is a secured creditor of the Debtor. Associates financed the Debtor's purchase of a 1992 Isuzu truck, Vehicle Identification Number J8DM7A1U8N3201413 (the "Truck"). Attached hereto as Exhibit A is a true and complete copy of the Conditional Sale Agreement entered into between the Debtor and Associates with respect to the Truck. Attached hereto as Exhibit B is a true and complete copy of the certificate of title with respect to the Truck. The certificate of title shows Associates' lien, meaning that Associates' security interest in the Truck is perfected.
- 3. LDP Leasing is a leasing company that leased certain equipment to the Debtor. LDP Leasing also asserts an interest in a certain "Tommy Lift Gate" that is attached to the Truck. LDP Leasing takes the position that it owns the lift gate, or, in the alternative, that is has a perfected security interest in the lift gate.
- 4. The Truck is not necessary to the Debtor's reorganization. In fact, the Debtor has abandoned the Truck and Associates has placed the Truck into storage, pending entry of an order granting it relief to foreclose its security interest in the Truck. The Truck was not a part of the Debtor's recent sale of substantially all of its assets.
 - 5. The Debtor has no equity in the Truck.
- 6. As indicated by the fact that the Debtor has abandoned the Truck, "cause" for stay relief exists pursuant to section 362(d)(1) of the Bankruptcy Code.

- 7. No party asserts or claims an interest in the Truck with the exception of Associates and LDP Leasing. There is no creditors' committee appointed in this case. The debtor is no longer operating and has sold its assets. For that reason, the parties hereto request that this Court enter the order submitted herewith without the necessity of any further notice or hearing. Pursuant to the order, the automatic stay shall be lifted with respect to the Truck and the lift attached thereto, so that Associates and LDP Leasing shall be entitled to exercise all rights and remedies to which they might be entitled with respect to the Truck and the lift gate.
- 8. The parties stipulate that should -- contrary to their expectations Associates' commercially reasonable disposition of the Truck realize more than the
 amount of its secured claim, including Associates' reasonable attorney's fees incurred in
 filing this stipulated motion, that Associates shall remit such excess to the bankruptcy
 estate.

WHEREFORE, the Debtor Sawtooth Enterprises, Inc., Associates Commercial Corporation and LDP Leasing hereby jointly move this Court to enter, without the necessity of further notice or hearing, the proposed order submitted herewith granting Associates Commercial Corporation and LDP Leasing relief from stay to exercise all of

their rights and remedies as against the 1992 Isuzu truck described in full above and the lift gate attached thereto.

Dated this 5% day of March, 1997.

COSHO, HUMPHREY, GREENER & WELSH

Joseph M. Meier, for the firm

Attorneys for Sawtooth Enterprises, Inc.

HOLLAND & HART LLP

By

Robert A. Faucher, for the firm

Attorneys for Associates Commercial

Corporation

MOFFATT THOMAS BARRETT ROCK & FIELDS

Ву

Kelly Greene McConnell, for the firm

Attorneys for LDP Leasing

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of March, 1997, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Austin Stewart P.O. Box 6097 Ketchum, ID 83340	U.S. Mail Hand Delivered Overnight Mail Telecopy (Fax)
Patrick V. Collins Hawley, Troxell, Ennis & Hawle P.O. Box 1617 Boise, ID 83701	U.S. Mail Hand Delivered Overnight Mail Telecopy (Fax)
Office of U. S. Trustee P.O. Box 110 Boise, ID 83701	KU.S. Mail Hand Delivered Overnight Mail
Alan D. Cameron Manweiler, Bevis & Cameron P.O. Box 827 Boise, ID 83701	U.S. Mail Hand Delivered Overnight Mail Telecopy (Fax) For HOLLAND & HART LLP

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SECURITY AGREEMENT (Conditional Sale Contract)

The undersigned buyer, meaning all buyers jointly and severally ("Buyer"), having been quoted both a time sale price and cash sale price, has elected to purchased from the undersigned seller ("Seller") for the time sale price shown below, under the terms and provisions of this agreement, the following describ property (herein, with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof, referred to as "Collsteral"):

Year	Manufacturer	Model	Description	Serial Number				
92	ISUZU	FTR		J8DM7A1U8N320141				
		P.O. BOX 2	759 Court	State KETCHUM				
Collateral Wi	II Be Kept At (Address):	, t X X X X X X X X X X X X X						
LIABILITY INS	SURANCE COVERAGE FOR BOOILY INJURY	AND PROPERTY DAMAGE	Description of Trade-In:					
CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT. PHYSICAL DAMAGE INSURANCE COVERING THE COLLATERAL IS REQUIRED: however, Buyer has the option of furnishing the required insurance through an agent or broker of Buyer's choice. Buyer request and authorizes Seller to obtain the insurance coverage checked below on the Collateral for		Gross Allowance						
				PAYMENT SO		on,,,,,,,,	(Date) (D	and a like sum on the like date of e
				F	(5)			

For other than equal successive monthly installments: (D)



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reaunder are payable at Seller's address shown below of such other address as Seller n	tay openity water three as a second
DELINQUENCY CHARGE: If this transaction is a consum. elated sale as defined in the Unit within 10 days after its due date a delinquency charge in the maximum amount permitted of the insurance of the consumer of the consume	form Consumer Credit Co. Ayer agrees to pay to Seller of each installment not seller and dunder said Code oc at Seller's option, a ceferral charge at the rate of 18% per year on the
this transaction is not a consumer related sale as defined in the Uniform Consumer Credit harge calculated thereon at the rate of 18% per year for the period of delinquency or, at harge calculated thereon at the rate of 18% per year for the period of delinquency or, at	or Seller can legally collect.
ECURITY INTEREST: To secure payment of the UNPAID TIME BALANCE (Item 7), Seller retained	sins title to and a security interest in the Collateral regardless of any letaking and resembly
ROSS SECURITY: Buyer grants to Seller a security interest in the Collateral to secure the Suyer to Seller, or to any assignee of Seller, now existing or hereafter ansing, whether un provided, however, upon any assignment of this agreement by Seller, the assignee shall be	e deemed for the purpose of this paragraph the only party with a security interest in the
Collegeral. DISCLAIMER: There are no warramies other than those made by the manufacturer of the MPLIED. AS TO THE QUALITY, WORKMANSHIP DESIGN, MERCHANTABILITY, SUITABILITY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such whighle for loss of anticipatory profits or for consequential damages:	arrenties are in writing and signed by Seller. Seller shall not under any circumstances be
ADDITIONAL COVENANTS AND ORAL AGREEMENT: THIS AGREEMENT REPRESENTS T EVIDENCE OF PRIOR. CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS	the reverse side hereof constitutes a part of this agreement.
PARTIES, Buyer and Seller agree that the Statement of Additional Control of the IT contains wotice to Buyer — Do not sign this contract before you read it or if it contains	NS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT TOO SIGH.
30 30 NOV 1995	Buyer hereby acknowledges receipt of an exact copy of this contract.
SELLER CREAT BASIN GMC TRUCK, INC. (Nagge-Findividual, corporation or partnership.)	BUYER(S) SAWTOOTH ENTERPRISES INC. (Name of Diviguality or partnership.
By	Title PRESIDENT Title PRESIDENT Title PRESIDENT Title PRESIDENT Title PRESIDENT partnership, a general partner must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner show which.)
parmerants, a general parties trace Significant	By
2800 SOUTH 300 WEST (Street Address)	P.O. BOX 2759 (Street Address)
SALT LAKE CITY, UT 84115 (City, Stame and Zip Code)	KETCHUM ID 83340
600031 (Rev. 2/92)	
Commit Veh-Various UCCC	

ORIGINAL FOR ASSOCIATES



STATEMENT OF ADDITIONAL COVENANTS

A. Suver warrants and agrees that, the Collateral was delivered to and accepted by Buyer is existed to condition. In a Collateral will be used solery for pushess purposes: the provided in the Collateral will be used solery for pushess purposes: the collateral will be used solery for pushess purposes: the collateral will be used to the form usiners, powers, security interests and it continues as other than and the delivery notwithstanding. Seller's claim to provide the collateral soler than an order to provide a soler than the conditions and the collateral will be maintained in good operating contribution, repair any such as the Collateral will be maintained in good operating contribution, repair any powers of gluvers to the collateral will be seller and personal property and not become any any reputations. The Collateral will be seller man personal property and not become any any reputations. The Collateral shall remain personal property and not become any any reputation to the collateral shall be seller may inspect the collateral shall be seption within a seller may inspect the collateral shall be seption within any form the collateral will be seption within a shall be a seller account and the collateral will be seption within a shall be a seller account and the collateral will be seption within a shall be a seller account and the collateral will be seption within any form the collateral shall any the seller account may be used by the collateral collateral collateral will be account within 30 lays. Buyer will immediately therefore, and cochon within 30 lays. Buyer will immediately therefore, and coch 30 cave thereafter until the semi-sectured, report the then current location thereof to Seller. says thereafter until the item is returned, report the then current location thereof to Seller

8. B. wer repress at its own domand expensel to do everything necessary or expedient to perfect and preserve the security interests of Seller obtained hereunder, to defend any time mybbled in a trium affecting the Cotleteral Including but not limited to any larger manual and proceeding. To pay all expenses incurred by Seller in enforcing the contractive occurrence of an event of defeut nerodunder, including the researable fees than attended retained by Seller 120 to or all sums then owing hereunder if permitted by the first solving the seller 120 to or private and to take the selving at takes of apartity the Collateral, this agreement or any secondary of the

Suyer in all still himset pear all it skipf loss of demage to or destruction of the Collateral Suyer in all still himset pear all it skipf demage to or destruction of the Collateral Suyer suyers of the insurance with the second control of the insurance on the Collateral, for the actual ISN value inserved ond for the life of this agreement, in the form of Sire Insurance with Jumphined Auditional Coverage and Collision. Their and/or Vandalism and Malicious of Collateral Developed and Appropriate plus such other insurance as Saller may specify their to mail all in form and amount and with insurers satisfactory to Seller Buyer with as 10 Jellivor promotive to Seller derificates or insurance unitsfactory to Seller acts with a standard long-form loss-peakete and policies of insurance unitsfactory to Seller each with a standard long-form loss-peakete and policies of insurance traits Sallers marest therein will not be invalidated by the acts, omissions or neglection of strong other than Seller and will contain insurer's agreement to give 30 days prior the other of their said of the acts, omissions or neglection of the their policy will be indeed to the acts of the policy will be indeed to Seller whether such cancellation of or any material change in the policy will be indeed to seller accordance of policies in lesser amounts or risks will not be a waiver of Suler's original good of policies in esser amounts or risks will not be a waiver of Suler's original proceded and policies of any physical sameged or sook insurance for which a charge is stated herein or which is maintained by all ameges or sook insurance for which a charge is stated herein or which is maintained by all acts of the proceded sook insurance and the proceded sook insura

3 if your negroy law Buyer agrees that a carbon photographic or other reproduction of a responsible of a res

Elif 3 iver fails to perform any of its obligations horounder. Seller may perform the same, and that includes a colligated to do so, for the account of Buyer to protect the interest of Seller and Buyer or both of Seller's porton, and Buyer shall immediately repay to Seller any smounts paid by Saller in such performance, together with interest thereon at the same that is set forth on the face regret as devable upon acceleration.

Fi Time is of the essence. An event of cofault shall occur if, (a) Buyer falls to pay when due any amount owed by it to Seiler or to any affiliate of Seiler, whether hereunder or under any amount owed by it to Seiler or to any uffiliate of Seiler, whether hereunder or under any other instrument or agreement. The Buyer fails to perform or observe any other term or provision to be performed or observed by it hereunder or under any other instrument or agreement furnished by Suyer to Seiler or to any affiliate of Seiler or otherwise acquired by Seiler or any affiliate of Seiler or to any affiliate of Seiler or otherwise acquired by Seiler or any affiliate of Seiler or to seller or otherwise acquired by Seiler or any affiliate of Seiler or to seller or otherwise acquired by Seiler or the benefit of creditors or takes advantage of any law for the relief of Legators; the petition in bankruptcy or for an arrangement, reorganization, or seller of the period of the control of the seller of the seller of the seller or to any control of seller or takes advantage of any law for the relief of the seller of the seller or to any control of seller or the seller or to any control of seller or the seller or to any control of seller or the seller or to any control of seller or the seller or to any affiliate or seller or the seller or to any affiliate or seller or the seller or to any affiliate or seller or to any affiliate or seller or to any affiliate or seller or the seller or to any affiliate or seller or the seller or to any affiliate or seller or the seller or to any affiliate or seller or to any affiliate or seller or to any affiliate or seller or the seller or the seller or the seller or to any affiliate or seller or the seller or reliet of deptors; the pection in pankruptcy or for an arrangement, reorganization, or similar relief is flied by or against Buvering, any property of Buyer is attached, or a trustoc or received is appointed for Buyer or for a substantial part of its property, or Buyer applies for such appointment. (ii) Seller in good fath believes that the prospect of payment or performance instrument is impaired; or (ii) there shall be a material change in the management, ownership or control of Buyer.

G. Upon the occurrence of an event of default, and at any time thereafter as long as the default continues. Seller may, at its option, with or without hotice to Sever in declare this agreement to be in gasault. (ii) declare the indebtedness hereunder to be immediately default continues. Seller may, at its option, with or without hotice to Suyer of advare this agreement to be in agrault. (ii) declare the indebtodness thereunder to be immediately due and payable, (iii) declare all other oobst than owing by Buyer to Seller to be immediately due and payable, (iv) cancel any insurance and credit any refund to the indebtodness, and (v) exercise all of the rights and remedies of a securation cantrumder the lunform Commercial Code and any other applicable laws, including the right to require Buyer to assemble the Collateral and deliver it to Seller at a piace to be designated by Seller which is reasonably convenient to both parties, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof. Acceleration of any and all indebtedness, if so elected by Seller, shall be subject to all applicable laws including those pertaining to refunds and rebates of uneximed charges. Any property other than Collateral which is in or upon the Collateral at the time of repossession may be taken and held without flability until its return is requested by Buyer. Unless otherwise provided by law any requirement of reasonable notice which Selfer may be obligated to give regarding the sale or other disposition of Collateral will be met, if such notice is mailed to Buyer at its address shown nareth at least ten days before the time of sale or other disposition. Seller may bring any legal procedings it deems necessary to empore the payment and performance of Euver's obligations hereunder in any court in the State shown in Seller address set forth necessary to empore the payment and performance of Euver's obligations hereunder in any court in the State shown in Seller's address set forth necessary to an expense of process may be made upon Buyer by mailing a copy of the summons to Buyer at its address shown herein. The inclusion of a trade name or division hame in the dentification of Suyer hereunder shall not limit Seller's right, after the occurrence of to proceed against air or bover's assets, including mose reto or used by suyer included ally or under another trade or division name. Expenses of retaking, holding, preparing for sale, selling and the like shall include (a) the reasonable fees of any attorneys retained by Seller (20% of all sums then owing hereunder if permitted by jaw), and (b) all other legal expenses incurred by Seller, Buyer agrees that it is liable for and will promptly pay any dehotency resulting from any disposition of Collateral after default.

H. Weiver of any default shall not be a waiver of any other default; all of Selier's rights are H. Weiver of any default shall not be a waiver of any other default; all of Selier's rights are sumulative and not alternative. No waiver or change in this agreement or in aim related note shall bind Seller unless in writing signed by one of its officers. The term "Selier shall include any assignee of Seller who is the holder of this agreement. After assignment of this agreement by Seller, the assignor will not be the assignees agent for any purpose and Buyer's obligations and habitities his earlier to the assignee will be absolute and unconditional and will not be subject to any abatement, reduction, recomment defense, set-off or counterfoldin evaluate to devertor breach of warranty or for any concessor whoseover. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalicate the remaining provisions hereof Buyer waives all exemptions to the extent permated by law. Buyer hereby waives any right to trial by jury in any action relating to this agreement. Seller may correct patent errors herein. All of the terms and provisions of this agreement shall apply to and be binding upon duyer its heirs, personal representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns. successors and assigns.



